

Transfer of Service
Agreement and Notification

I, Continental Companies Inc # 1351, hereby
(Former Customer)

request that AT&T transfer or assign service for Account

Number(s) MOVE ALL BTNS Except 181 000 0018133
to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 1/10/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
Keep PLAN IN TACT

MOVE ALL BTNS
Except 181 000 0018133

C. M. G. V. 1/10/95
Former Customer (Date)
Authorized Representative

DEKARDEN
Title

[Signature] 1/13/95
New Customer (Date)
Authorized Representative

[Signature]
Title

Transfer of Service
Agreement and Notification

I, COMBINED COMPANIES Form ID 3663, hereby
(Former Customer)

request that AT&T transfer or assign service for Account
Number(s) ~~EXCEPT~~ MOVE ALL BINS EXCEPT 181 000 0142 457
131 134 0230 284
to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of January 10, 1995
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRANSFER ONLY

MOVE ALL BINS

EXCEPT

181-000-0142-457

131-134-0230-284

CSTD / keep plan
3663 IN TRCT.

C-46 L 1/10/95
Former Customer (Date)
Authorized Representative

TRUST
Title
[Signature] 1/13/95
New Customer (Date)
Authorized Representative
A. Allen
Title

Transfer of Service
Agreement and Notification

I, COMBINED COMPANIES INC. Plan 2828, hereby
(Former Customer)

request that AT&T transfer or assign service for Account
Number(s) ALL BTN'S EXCEPT MASH Accts + 181 000 0035 588
to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 1/15/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
Move all BTN'S

EXCEPT 181 000 0035 588

AND 181 112 8222 448

CSMA/Kapp Plan 2828 IN TRCT
AS A PR 6/17/94 PLAN

G. L. 1/16/95
Former Customer (Date)
Authorized Representative

President

Title

[Signature] 1/15/95
New Customer (Date)
Authorized Representative

[Signature]

Title

Transfer of Service
Agreement and Notification

I, Combined Companies, Inc. 30 3/68, hereby
(Former Customer)

request that AT&T transfer or assign service for Account

Number(s) MIVE ALL RTN'S EXCEPT 181 000 0091740
131 123 6023 035

to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 1/10/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
TRANSFER ALL
RTNS

EXCEPT THE 2 FOLLOWING

181 - 000 0091740

+ 131 123 6023 035

Place ALL RTN'S IN
RVID Report GROUP 2
044

C. G. L. 1/10/95
Former Customer (Date)
Authorized Representative

President
Title

[Signature] 1/13/95
New Customer (Date)

Authorized Representative

A. V. [Signature]

Title

Transfer of Service
Agreement and Notification

I, COMBINED COMMUNITIES INC PLAN 36 2430, hereby
(Former Customer)

request that AT&T transfer or assign service for Account

Number(s) MOVE ALL BTNS Except 181 000 0052 757
131 096 6048 779

to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 1/10/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
MOVE ALL BTN'S
Except

181 000 0052 757
131 096 6048 779

Keep C&T II IN TACT
AS per 6/17/94 PLAN

C. G. L. 1/10/95
Former Customer (Date)
Authorized Representative

President
Title
[Signature] 1/13/95
New Customer (Date)
Authorized Representative

[Signature]
Title

Transfer of Service
Agreement and Notification

I, COMBINED COMPANIES, INC. PLAN IS 2829, hereby
(Former Customer)

request that AT&T transfer or assign service for Account

Number(s) MOVE ALL BTN'S EXCEPT 181 000 0099259
+ 131 112 8087823

to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 12/10/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY

MOVE ALL BTN'S

EXCEPT

181 000 0099259

+ 131 112 8087823

Keep CSTP II PLAN IS

2829 IN TACT

AS PER 6/17/94 PLAN

G. G. Li 1/10/95
Former Customer (Date)
Authorized Representative

President
Title
[Signature] 1/13/95
New Customer (Date)
Authorized Representative

[Signature]
Title

Transfer of Service
Agreement and Notification

I, COMBINED COMMUNICATIONS INC PLAN 3524, hereby
(Former Customer)

request that AT&T transfer or assign service for Account

Number(s) ALL BTN'S Except 181 000 0105 264
131 126 6569 385

to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of _____
(Date) 1/10/95

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
MOVE ALL BTN'S

Except 181 000 0105 264
131 126 6569 385

Keep CSTP IF PLAN IS 3524
IN TACT AS A PR
6/17/94 PLAN

CL 1/10/95
Former Customer (Date)
Authorized Representative

President
Title

[Signature] 1/13/95
New Customer (Date)
Authorized Representative

Art V. Dea
Title

Transfer of Service
Agreement and Notification

I, Combined Companies, Inc. 3/24, hereby
(Former Customer)

request that AT&T transfer or assign service for Account
Number(s) MOVE ALL BTN'S EXCEPT - 181 000 0030 144
131 001 0967 310
to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 1/10/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
keep 3124 INTACT

MAKE ALL ACCOUNTS
EXCEPT 181-000-0030-144
& 131-001-0967-310

C-76 L 11/10/95
Former Customer (Date)
Authorized Representative

PRESIDENT
Title
[Signature]
New Customer (Date)
Authorized Representative

[Signature]
Title

Transfer of Service
Agreement and Notification

I, Combined Companies, Inc 70 1583, hereby
(Former Customer)

request that AT&T transfer or assign service for Account

Number(s) All BTN's Except for 131 029 8680 574
181 000 0009 123

to Public Service Enterprises of Pennsylvania, Inc.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 1/10/95
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

TRAFFIC ONLY
MOVE ALL BTN'S

Except
181 000 000 9123

+ 131 029 8680 574

Keep 1583 IN TACT

676 L 1/10/95
Former Customer (Date)
Authorized Representative

President
Title
[Signature] 1/13/95
New Customer (Date)
Authorized Representative

Art. V. B...
Title

INGA Comments to FCC

does not relieve or discharge that former customer from its obligations on the account and that it remains jointly and severally liable with the new customer for any obligations existing at the time of transfer or assignment.

36. The continuing obligations of the former customer include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period. [The "new customer" assumes all obligations of the former customer at the time of transfer or assignment. These obligations include: (1) all indebtedness for the account numbers specified in the TSA and the 2) the unexpired portion of any applicable minimum payment period.] The former customer is CCI who is assigning the accounts to the new customer PSE. According to AT&T it would still be able to go after CCI as well as PSE.

*Exhibit
#6*

37. If the obligations transfer from one customer to another at the time of assignment, then what the liabilities of the former customer, CCI, were at the time of assignment are relevant. The assignment from CCI to PSE was ordered in December of 1994. At that time there were no outstanding liabilities on the assigned accounts. There were in fact no outstanding liabilities on these accounts at anytime.

38. AT&T then states --

"Moreover as AT&T's customers for all of the locations and all of the traffic generated under the tariffed plans, in terms of transfer of such accounts the petitioners would, but for the attempt to bifurcate the traffic from the underlying plans remain jointly and severally liable with the new customer for all obligations existent at the time of the transfer." (at p. 8, emphasis added.)

AT&T is arguing that if CCI transferred the plan to PSE with the accounts included in the plan, CCI as the former customer would be liable for any obligations that existed at the time of the transfer. This is a given. So what is AT&T's point? Even if the entire plan



Charles H. Fash
Senior Attorney

Room 3232B1
295 North Maple Avenue
Basking Ridge, NJ 07920-1001
908 221-8021
FAX 908 963-8360
ATTMAIL lclash

July 7, 1995

Charles H. Helein, Esquire
Helein & Waysdorf, P.C.
1850 M Street, N.W., Suite 550
Washington, D.C. 20036

Re: US Communications, Inc. and Darren B. Swain, Inc.

Dear Mr. Helein:

Your letter of June 27, 1995 to Meric Bloch regarding your above-referenced clients has been referred to me for response. I understand the two concerns raised in your letter to be that AT&T has refused to process a Transfer of Service Authorization ("TSA") transferring substantially all of the locations associated with a CSTP II plan in the name of Darren B. Swain, Inc., to another reseller, and that AT&T has refused to extend the term commitment for the same plan pursuant to AT&T Tariff F.C.C. No. 2, Section 2.5.7. I have spoken to Sharon De Mills, the AT&T Account Manager referenced in your letter, about both of these issues.

With respect to the requested transfer, it is my understanding that Mr. Swain informed Ms. De Mills that his intention was to move all but two locations from the plan in question to another reseller, thus leaving the plan structure technically in place in the name of Darren B. Swain, Inc., but effectively rendering it an empty shell. Mr. Swain did not advise Ms. De Mills that he intended to add new locations to the plan to replace the traffic thus removed. With that background in mind, I will address the "partial TSA" issue first in general, and then with respect to your client's express and announced intentions.

TRAFFIC
transfer →

21.8 → The Transfer of Service provision of the tariff addresses the issue of transfer of service, "not" transfer of "traffic" by moving individual locations from one plan to another. The proper way to move "traffic" (i.e., a subset of locations on a plan) between plans is to submit service orders to delete the locations from one plan and add the locations to another. Your assertion that AT&T has somehow

implemented Transmittal No. 8179 despite its withdrawal is incorrect. That tariff filing would have required a customer, seeking to transfer all or substantially all of the locations under a plan to another customer, to use the TSA process to transfer the entire plan.

It appears to AT&T at this juncture that transfer of all but two of the locations as requested by Mr. Swain would render not only the plan, but Darren B. Swain, Inc., an empty shell devoid of assets with which to pay tariffed charges associated with the plan. I understand that your client has been notified that approximately 1.6 million dollars in shortfall charges will be billed to it within the next several months based on failure to meet its commitment levels. The specific action requested by your client, even had the proper mechanism been employed, would therefore appear to AT&T to be nothing more, and nothing less, than a fraudulent transfer of assets designed to defeat collection by AT&T of its lawfully tariffed charges. Section 2.2.4.A.2. of AT&T Tariff F.C.C. No. 2 prohibits the use of service "with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by ... [using] fraudulent means or devices, tricks [or] schemes" In stripping the plan and the corporate entity which owns it in this manner, it appears to AT&T that your client sought to render itself unable either to fulfill its commitments or to pay shortfall charges billed as a result of such inability. AT&T's refusal to countenance such a scheme is more than justified, and I would think that you would wish to caution your client against the attempted use of such fraudulent transfers in the future.


Of course, if your client can demonstrate to AT&T's satisfaction an ability to pay shortfall and other charges incurred under its plan even in the absence of the traffic which would otherwise be expected to be generated by the locations to be moved, AT&T would be happy to reconsider its position on this issue. If, for instance, your client is willing to post a deposit or irrevocable letter of credit to guarantee payment of charges expected to accrue through the remainder of the term of the plan, the requested move would no longer appear to be a fraudulent scheme or device to avoid payment of tariffed charges and could presumably go forward utilizing the proper mechanism.

The second issue which you raise goes to your client's request for an extension of its term commitment pursuant to Section 2.5.7. I understand that this request was received simultaneously with your client's request to transfer service, and with respect to the same plan. It is true that

this section of the tariff does provide for such an extension due to certain specified causes or "other circumstances beyond the Customer's control...." Your client advanced no rationale whatsoever to Ms. DeMills as to why this provision of the tariff is applicable to the plan in question at this time. Indeed, a fair inference would seem to be that having rendered itself functionally unable to meet its commitments by stripping the plan of traffic, your client now invokes this provision in spite of the fact that it clearly applies only to "circumstances beyond the Customer's control...." If this is true, it is hard to imagine a more inappropriate scenario in which to invoke this provision of the tariff. Again, if your client has any rational reason to advance as to why this extension is appropriate under the tariff, I urge it to do so.

I trust that this letter adequately addresses the concerns raised in your letter.

Very truly yours,



Charles H. Fash

cc: Ms. Sharon L. De Mills

One Stop Financial

55 Main Street, Little Falls, NJ 07424
Tel.: (800) 245-1826 Fax: (800) 338-0409

Date: 6/15/95

Page: 1 of 2

Facsimile Cover Sheet

Attention: Jayne Suek

Phone #: _____

Fax#: _____

From: Al Luga

Comments: Please transfer all BIN's under

Sharon B. Swain Inc. to Al's plan, which

only has a \$1000/no commitment, Al

not recall the plan id number

→ 6/20/95 Al - Per our conversation yesterday Monday 6/19; an original TSA is now required for transfer activity. Additionally we no longer process partial TSA's, the TSA must be for the whole plan.

J. Suek

**Transfer of Service
Agreement and Notification**

I, DARREN B. SWAIN, INC., hereby
(Former Customer)

request that AT&T transfer or assign service for Account

Number(s) **TRANSFER ALL BTN'S EXCEPT 181 ACCOUNT #

to WINBACK & CONSERVE PROGRAM, INC.
(Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of JUNE 15, 1995
(Date)

or AT&T's agreement in writing of the transfer or assignment.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

Darren B. Swain 6/15/95
Former Customer (Date)
Authorized Representative

President

Title

Alfonse G. Chaves 6/15/95
New Customer (Date)
Authorized Representative

President

Title

****ASSUMPTION OF BTN'S FROM PLAN ID 3357
ONTO WINBACK & CONSERVE PROGRAM, INC. PLAN I.D.**



General Terms and Conditions

Transfer or Assignment

Service, including any associated telephone numbers, may be transferred from Customer to another party only to the extent permitted by applicable laws, rules and regulations, and if both AT&T and Customer consent to the transfer, the proposed new customer satisfies the AT&T eligibility criteria for the Service and any AT&T deposit conditions, and both the current Customer and proposed new customer sign AT&T's specified Transfer of Service Agreement form. The AT&T Transfer of Service Agreement may require the new customer to assume all of the current customer's obligations and the current Customer to remain jointly and severally liable for any obligations relating to the pre-transfer period.

ATTACHMENT I

MATERIAL AVAILABLE FOR PUBLIC INSPECTION

1. Fax from Liz Bantle (no title given), to Dave Golden, AT&T, dated Feb. 9, 1995 (handwritten notes of Commission staff redacted).
2. Fax (advance) letter from Dave [no surname provided] to R.L. Smith, Tariff Division, addressed to Secretary, FCC, dated Feb. 16, 1995.
3. Advance draft pages of a possible correction made by AT&T to its filed material, (Fax) dated Apr. 26, 1995.
4. Memo from Colleen Boothby, counsel for Public Service Enterprises of Pennsylvania, Inc. ("PSE"), to Geri Matise and David Nall, Tariff Division, dated Apr. 21, 1995, with attachment (Letter from Thomas Roberts, Customer Service Manager, PSE, to Roxy Malik, Minneapolis Front End Center, dated Apr. 12, 1995.)
5. Memo from Colleen Boothby, counsel for Public Service Enterprises of Pennsylvania, Inc. ("PSE"), to Geri Matise and David Nall, Tariff Division, dated Apr. 20, 1995, with attachment (Memo from Sara [no surname provided], New Enterprise Wholesale Services ("NEWS"), to Pat [no surname provided], NEWS, dated Apr. 20, 1995.)

ATTACHMENT II

MATERIAL NOT AVAILABLE FOR PUBLIC INSPECTION

1. Handwritten notes from a conference call or meeting attended by several FCC staff and representatives of AT&T, undated.
2. Memo from Tom David, Tariff Division, to David Nall and R.L. Smith, Tariff Division, dated Feb. 27, 1995.
3. Personal calendar entries from various FCC staff.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued:

3338p
2/9/95
1st

TARIFF F.C.C. NO. 1
12th Revised Page 153
Cancels 9th Revised Page 150
Effective:

6.2.5. Provision of Services (continued)

B. Installation - When installation of a component is required it will be installed subject to the availability of installation personnel and equipment. Installations will usually be made during normal working hours. For AT&T OPTIMUM Service, an Installation Guarantee is provided as specified in Section 6.17.6. following. For AT&T CustomNet GOLD Service, an Installation Guarantee is provided as specified in Section 6.21.5., following.

C. Maintenance - The Company will maintain and repair the services which it provides. For AT&T OPTIMUM Service, a Maintenance Guarantee is provided as specified in Section 6.17.5. following. For AT&T CustomNet GOLD Service a Maintenance Guarantee is provided as specified in Section 6.21.5., following.

D. Hazardous Locations - A Company-provided access line will not be furnished at a location the Company considers hazardous (e.g., explosive atmosphere environments). In such cases, the Company, if so requested, will terminate the access line at a mutually agreeable alternate location. The Customer will then be responsible for extension of the access line to the hazardous location.

6.2.6. Transfer or Assignment - Custom Network Services may be transferred or assigned to a new Customer, provided that:

A. The Customer of record (former Customer) requests in writing that the Company transfer or assign the service to the new Customer.

B. The new Customer notifies the Company in writing that it agrees to assume all obligations of the former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service, and (2) the unexpired portion of any applicable minimum payment period(s), including the unexpired portion of any term of service and usage or revenue commitment(s).

C. The service is not interrupted or retested at the time the transfer or assignment is made.

D. The Company agrees in writing to the transfer or assignment.

The transfer or assignment does not relieve or discharge the former Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service, and (2) the unexpired portion of any applicable minimum payment period(s), including the unexpired portion of any term of service and usage or revenue commitment(s).

Certain regulations previously found on this page can now be found on Page 150.1.

Printed in U.S.A.

